

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

COSTAR REALTY INFORMATION,  
INC., and COSTAR GROUP, INC.,  
Plaintiffs-Counterclaim Defendants,

vs.

ADS CONSTRUCTION and  
POLIMENI INTERNATIONAL, LLC

Defendants-Counterclaimants.

Civil No.: DKC-2008-2792

**PLAINTIFFS-COUNTERCLAIM DEFENDANTS' ANSWER**

Plaintiffs-Counterclaim Defendants CoStar Realty Information, Inc. and CoStar Group, Inc., (collectively, "CoStar") answer the allegations of Defendants-Counterclaimants ADS Construction and Polimeni International, LLC's (collectively, "Counterclaimants") counterclaims as follows:

1. CoStar admits that it initiated the above captioned action on or about October 21, 2008, asserting claims for breach of contract, copyright infringement, and fraud against Counterclaimants based on their unlawful use of CoStar's products and services. CoStar's Complaint speaks for itself. CoStar denies any remaining allegations of Paragraph 1 that are inconsistent with CoStar's Complaint.

2. CoStar admits that it has alleged that Counterclaimant Polimeni gained unlawful access to a CoStar user name and password assigned to ADS Construction and that ADS Construction breached its license agreement by providing its user name and password to Polimeni. CoStar's Complaint speaks for itself. CoStar denies any remaining allegations of Paragraph 2 that are inconsistent with CoStar's Complaint.

3. Denied.
4. CoStar lacks the information necessary to respond to the allegations set forth in Paragraph 4 of the Counterclaim and therefore denies the same.
5. Denied.
6. CoStar incorporates by reference its responses to Paragraphs 1 through 5 of the Counterclaim.
7. CoStar lacks the information necessary to respond to the allegations set forth in Paragraph 7 of the Counterclaim and therefore denies the same.
8. Denied.
9. CoStar lacks the information necessary to respond to the allegations set forth in Paragraph 9 of the Counterclaim and therefore denies the same.
10. Denied.
11. Denied.
12. CoStar incorporates by reference its responses to Paragraphs 1 through 11 of the Counterclaim.
13. CoStar lacks the information necessary to respond to the allegations set forth in Paragraph 13 of the Counterclaim and therefore denies the same.
14. Denied.
15. Denied.
16. Denied.
17. Denied.
18. CoStar incorporates by reference its responses to Paragraphs 1 through 5 of the Counterclaim.

19. CoStar admits that ADS Construction entered into a binding agreement with CoStar that granted ADS a license to use CoStar's Property Express product for the Long Island, Northern New Jersey, and Westchester/Southern New York markets, and that one user was authorized under the agreement. CoStar further admits that ADS Construction was provided a key token that allowed usage from more than one computer, consistent with the overall terms and conditions of CoStar's license agreement. CoStar denies the remaining allegations of Paragraph 19 of the Counterclaim.

20. Denied.

21. Denied.

22. Denied.

### **FIRST AFFIRMATIVE DEFENSE**

The Counterclaim fails to assert a claim upon which relief may be granted.

### **SECOND AFFIRMATIVE DEFENSE**

Counterclaimants are barred from any relief by their unclean hands.

### **THIRD AFFIRMATIVE DEFENSE**

One or more of Counterclaimants' claims are barred by the doctrine of waiver.

### **FOURTH AFFIRMATIVE DEFENSE**

One or more of Counterclaimants' claims are barred by the integration clause of ADS Construction's license agreement with CoStar.

### **FIFTH AFFIRMATIVE DEFENSE**

Counterclaimants are estopped from making one or more of their claims.

### **PRAYER**

WHEREFORE, Plaintiffs-Counterclaim Defendants request that the Court:

- (1) Dismiss the Counterclaim with prejudice;
- (2) Award CoStar the reasonable attorney's fees and costs associated with defending against the Counterclaim; and
- (3) Such other relief as deemed appropriate by the Court.

Dated: April 5, 2008

Respectfully submitted,

/s/  
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Delaware Corporation, and CoSTAR  
GROUP, INC., a Delaware  
Corporation

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that service required by Fed. R. Civ. P. 5 was made, and that a true copy of the foregoing document was served upon the attorneys of record by electronically filing the document with the Clerk of Court using the CM/ECF system, which caused a Notice of Electronic Filing to be sent to the following on April 5, 2009:

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